



# WASHINGTON STATE CRIMINAL JUSTICE TRAINING COMMISSION

Susan L. Rahr, Executive Director

19010 1st Avenue South • Burien, WA 98148 • Phone: 206-835-7300 • [www.cjtc.state.wa.us](http://www.cjtc.state.wa.us)

## AGREEMENT

This agreement is made and entered into by and between the PORT OF SEATTLE POLICE DEPARTMENT and the Washington State Criminal Justice Training Commission, hereinafter referred to as the "Commission".

Whereas Leland Allen is employed by the PORT OF SEATTLE POLICE DEPARTMENT as an employee, holding the position of Officer therein; and

Whereas the Commission, pursuant to Chapter 43.101.RCW, is empowered to provide programs and standards for the training of criminal justice personnel and in conjunction therewith may contract with individuals and agencies for the purpose of training; and

Whereas the Commission desires to contract with the PORT OF SEATTLE POLICE DEPARTMENT for the full-time services of Leland Allen in administering, conducting, and presenting this state's Basic Law Enforcement Academy program;

### (1) Term

This agreement shall commence on the 13th day of October, 2019 and terminate on the 12th day of October, 2022, subject to prior termination as provided herein and unless as extended by written mutual agreement of the parties hereto.

### (2) Duties of the PORT OF SEATTLE POLICE DEPARTMENT

The PORT OF SEATTLE POLICE DEPARTMENT shall provide the full-time services of Leland Allen to the Commission for the purpose of administering, conducting, and presenting the state's Basic Law Enforcement Academy program. Such services shall include, but not be limited to:

- (a) Providing classroom instruction in assigned subjects.
- (b) Creating written and practical exercises relating to classroom instruction.
- (c) Writing test material.
- (d) Researching/updating classroom instruction and teaching materials.
- (e) Tutoring/counseling recruit officers.
- (g) Grading exams.
- (h) Assisting and coordinating practical training exercises.
- (i) Suggesting revisions to academy programs and curriculum.

### (3) Consideration

In CONSIDERATION of services provided under this agreement, the Commission shall reimburse to the PORT OF SEATTLE POLICE DEPARTMENT its full payment of salary to Officer Leland Allen, including all benefits and all increases to said salary or benefits, during the period of Allen's service to the Commission herein under.

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**Mission:** Train Criminal Justice Personnel to Deliver the Highest Quality Service to the Communities of Washington State

**Values:** Professionalism • Integrity • Accountability

**(4) Agreements Outside of This Agreement**

This agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all agreements, either written or oral, between the parties. The parties agree that neither of them has made any representations with respect to the subject matter of this agreement or any representations, including the executing and delivery hereof, except such representations as are specifically set forth herein; and each of the parties hereto acknowledges that it has relied on its own judgment in entering into this agreement.

**(5) Modification**

No waiver or modification of this agreement or any covenants, conditions, or limitations herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith; and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties herein under, unless such waiver or modification is in writing duly executed as aforesaid; and the parties further agree that the provisions of this section may not be waived except as herein set forth.

**(6) Termination of Agreement**

This agreement may be terminated without cause at any time by mutual agreement of the parties hereto, or by either party after sixty-days (60) following the other party's receipt of a written intent to terminate.

The parties retain the right to cancel this agreement upon ten (10) days written notice to the other party if either party fails to properly keep any of the provisions of this agreement. In the event of termination under this section, the PORT OF SEATTLE POLICE DEPARTMENT will be entitled to receive, to the date of such termination on a pro rata basis, the compensation as set forth in section (3) herein.

**(7) Employment Obligations of Parties**

The PORT OF SEATTLE POLICE DEPARTMENT agrees to pay to Leland Allen the full salary and benefits, including all increases to said salary and benefits, accruing to him as an employee of the PORT OF SEATTLE POLICE DEPARTMENT during the period of his services herein under. Additionally, the PORT OF SEATTLE POLICE DEPARTMENT agrees to extend to Leland Allen all rights, privileges, and benefits attendant to and resulting from his employment by the PORT OF SEATTLE POLICE DEPARTMENT, including any and all promotional opportunities otherwise available to him. The PORT OF SEATTLE POLICE DEPARTMENT further agrees that upon completion and conclusion of Wart-Smith's service herein under, and in the absence of any promotion or upgrading in classification which has occurred during the duration of this agreement and in the absence of any disciplinary action taken during the duration of this agreement, he will be returned and reinstated to the PORT OF SEATTLE POLICE DEPARTMENT at the same or equal commissioned rank or position which he held on the beginning date of this agreement.

The Commission agrees to affect all necessary evaluation and documentation regarding Leland Allen during the period of his service herein under and as required by the PORT OF SEATTLE POLICE DEPARTMENT. The PORT OF SEATTLE POLICE DEPARTMENT reserves the right to discipline Officer Allen for any violation of PORT OF SEATTLE POLICE DEPARTMENT rules in the same manner as other PORT OF SEATTLE POLICE DEPARTMENT employees. The Commission additionally agrees to provide Leland Allen a work and learning experience and professional opportunities for career development and enrichment at no special cost or direct cost to the PORT OF SEATTLE POLICE DEPARTMENT.

(8) Indemnification/Hold Harmless

The Commission shall defend, indemnify and hold the PORT OF SEATTLE POLICE DEPARTMENT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of the Commission occurring (a) in performance of services reasonably related to this Agreement and (b) either at the request of or under the direction and control of the Commission, its agents or employees, except for injuries and damages caused by the negligence of the PORT OF SEATTLE POLICE DEPARTMENT, its officers, officials, employees and volunteers other than Leland Allen. The Commission agrees to defend, indemnify, and hold the PORT OF SEATTLE POLICE DEPARTMENT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, arising out of the services provided by Leland Allen under the direction and control of the Commission described in Section 2 above.

(9) Medical/Health and Workers' Compensation Benefits

In the event of any injury to, or the illness or death of Leland Allen while acting in performance of this agreement, the PORT OF SEATTLE POLICE DEPARTMENT agrees to extend to Leland Allen medical/health and workers' compensation benefits and other compensation, to the same extent and in the same manner as if such injury, illness, or death had occurred during work assignment in and for the PORT OF SEATTLE POLICE DEPARTMENT.

(10) Venue Stipulation

This agreement shall be construed as having been made and delivered with the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provision hereto shall be instituted in King County, Seattle, Washington.

(11) Assignment

Each party to this agreement stipulates that the agreement is one for personal services and accordingly neither party hereto may assign sublet or transfer any interest in this agreement.

**(12) Compliance with Laws**

The parties hereto agree to comply in carrying out the terms of this agreement with all applicable federal, state, and local laws, ordinances, and regulations, including but not necessarily limited to, the law as pertaining to civil rights and law as pertaining to the Commission and the PORT OF SEATTLE POLICE DEPARTMENT, including merit system rules.

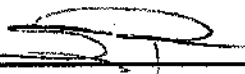
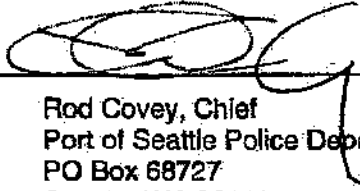
**(13) Notices**

All notices given herein shall be in writing and shall be sent by registered mail to the parties at their recognized business addresses.

**(14) Headings**

The article headings contained in this agreement and inserted solely as a matter of convenience and for reference and in no way do they define, limit, or describe the scope or intent of the provisions of this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates below.

|  |         |  |         |
|--|---------|--|---------|
|    | 8/28/19 |         | 8/23/19 |
| Sue Rahr, Executive Director<br>Criminal Justice Training Commission<br>19010 1 <sup>st</sup> Avenue South<br>Burien, Washington 98148 | Date    | Rod Covey, Chief<br>Port of Seattle Police Department<br>PO Box 68727<br>Seattle, WA 98168 | Date    |

cc: Rex Caldwell, BTD Commander, WSCJTC  
Brian Elliott, Fiscal Manager, WSCJTC  
Officer Leland Allen, Port of Seattle Police Department



# Contract Routing Cover Sheet



|                         |                |                                 |
|-------------------------|----------------|---------------------------------|
| Rex Caldwell            | August 1, 2019 | October 1, 2019                 |
| Contract Requestor Name | Request Date   | Anticipated Contract Start Date |
| Basic Training Division |                | Port of Seattle                 |
| Division/Program        |                | Proposed Contractor (if Any)    |

MOU Contract is for Officer Leland Allen of the Port of Seattle to become a TAC Officer for BTB.

Contract length: 3 years – October 1, 2019 – September 30, 2022

### HR Considerations (Please answer all questions)

Is this or similar work done by any current employee?

Yes     No     Needs Further Review

Will any current employee(s) be displaced, denied, or limited work by the decision to purchase services by contract?

Yes     No     Needs Further Review

### Budget Considerations (Please answer all questions)

Has the budget for this been established?

Yes     No     Needs Further Review

Is there a PI code associated? If so, please list?

Yes     No     Needs Further Review    PI Code(s): 101

Does the potential contractor currently hold other contracts with CJTC? If yes, list below.

Yes     No     Needs Further Review    Contract #'s: \_\_\_\_\_

|                       |                    |                 |                |
|-----------------------|--------------------|-----------------|----------------|
| Program Manager Name  | Signature          | Recommendation  | Date           |
| <u>Rex Caldwell</u>   | <u>[Signature]</u> | <u>OK</u>       | <u>8/13/19</u> |
| Division Manager Name | Signature          | Recommendation  | Date           |
| <u>Derek Zille</u>    | <u>[Signature]</u> | <u>Approve</u>  | <u>8/14/19</u> |
| HR Manager Name       | Signature          | Recommendation  | Date           |
| <u>B. Elliott</u>     | <u>[Signature]</u> | <u>Approve</u>  | <u>8/13/19</u> |
| Budget Manager Name   | Signature          | Recommendation  | Date           |
| <u>[Signature]</u>    | <u>[Signature]</u> | <u>Approved</u> | <u>8/14/19</u> |
| Deputy Director Name  | Signature          | Recommendation  | Date           |
|                       |                    |                 |                |